



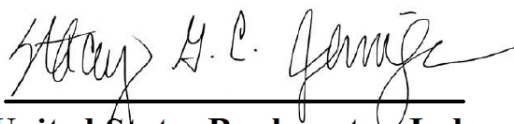
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed April 9, 2025


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

TGI Friday's Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-80069-sgj11

(Jointly Administered)

**ORDER (I) AUTHORIZING DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS AND (II) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: TGI Friday's Inc. (7117); TGI Friday's NY, LLC (2281); TGIF Holdings, LLC (7999); TGIF Midco, Inc. (7296); TGIF Parent, Inc. (1781); Burlington Towne Crossing, Inc. (7501); T G I Friday's of Greenbelt, Inc. (5617); T G I Friday's of Towson, Inc. (5450); T G I Friday's of Wisconsin, Inc. (7600); T.G.I. Friday's Marketing Advisory Council (6527); T.G.I. Friday's of Charles County, Inc. (3516); T.G.I. Friday's of Frederick County, Inc. (2547); T.G.I. Friday's of Harford County, Inc. (0072); T.G.I. Friday's of Washington County, Inc. (6174); TGI Friday's of Annapolis, Inc. (8315); TGI Friday's of Howard County, Inc. (0119); TGI Friday's of Rockville, Inc. (2004); TGI Friday's of Texas LLC (3931); TGI Friday's of the Rockies, Inc. (7885); TGIF/DFW Manager, LLC (N/A); TGIF/DFW Partner, LLC (N/A); TGIF/JDC Restaurant Development, LLC (N/A); WEBCO Products Incorporated (3014). The Debtors' service address is 19111 North Dallas Parkway, Suite 200, Dallas, TX 75287.

Pursuant to and in accordance with the *Order Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases* [Docket No. 97] (the “Rejection Procedures Order”)² entered in the above-caption chapter 11 cases of TGI Friday’s, Inc. and its debtor affiliates (collective, the “Debtors”); and the Debtors having properly filed with this Court and served on the Rejection Notice Parties a notice (the “Rejection Notice”) of their intent to reject certain executory contracts (each, a “Contract” and collectively, the “Contracts”) identified on Annex A hereto; in accordance with the terms of the Rejection Procedures Order, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and no timely objections having been filed to the Rejection Notice; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates, their creditors, and all parties in interest, and after due deliberation and sufficient cause appearing therefore, it is HEREBY ORDERED THAT:

1. The Contracts are hereby rejected as set forth herein, effective as of the date set forth for such Contract on Annex A (the “Rejection Date”).

2. Nothing contained in this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors’ or any appropriate party in interest’s right to dispute the amount of, basis for, or validity of any claim against the Debtors; or (iii) a waiver of any claims or causes of action that might exist against any creditor or interest holder.

3. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order.

4. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, counterparties to the Contracts are prohibited from setting off or otherwise utilizing any amounts deposited by the Debtors with any of the counterparties to the Contracts as a security deposit or pursuant to another similar arrangement, or owed to the Debtors by any of the counterparties under the Contracts or other agreements between the same parties, without further order of this Court.

5. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

6. Any proofs of claim for rejection damages or other related claims if any, asserted by counterparties to the Contracts shall be filed on or before the later of (i) the claims bar date established by the Court in these chapter 11 cases, if any, and (ii) thirty (30) days after entry of this Order.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

###END OF ORDER###

Order submitted by:

/s/ Holland N. O'Neil

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Counsel for the Debtors

Annex A

Rejection Contracts

EXECUTORY CONTRACTS

Title/Description of Contract	Name and Address	Brief Description of Contract	Effective Date of Rejection
National Account Agreement as amended, restated, or otherwise modified, with Chase Pecan LP (f/k/a San Saban Pecan Company)	Chase Pecan, LP (formerly San Saba Pecan Company) 2803 W. Wallace St., San Saba, TX, 76877	Food vendor	March 14, 2025
National Account Agreement as amended, restated, or otherwise modified, with Colorado Premium Foods (K2D Inc.), dated as of October 20, 2010	Colorado Premium Foods (K2D Inc.) 2035 2nd Avenue, Greeley, CO, 80631	Food vendor	March 14, 2025
National Account Agreement as amended, restated, or otherwise modified, with the Rastelli Brothers Inc. T A Rastelli Foods Group, dated as of January 1, 2010	Rastelli Brothers Inc. T A Rastelli Foods Group 504 Sharptown Road, Swedesboro, NJ, 8085	Food Vendor	March 14, 2025
Non-Disclosure Agreement as amended, restated, or otherwise modified, with the Rastelli Brothers Inc. T A Rastelli Foods Group, dated as of March 3, 2016	Rastelli Brothers Inc. T A Rastelli Foods Group 504 Sharptown Road, Swedesboro, NJ, 8085	Confidentiality agreement	March 14, 2025
National Account Agreement, as amended, restated, or otherwise modified, with OK Foods Inc., effective as of January 9, 2018	OK Foods Inc. PO Box 1787, Fort Smith, AR, 72902	Food Vendor	March 14, 2025